

CITY OF WALTHAM  
CITY CLERK'S OFFICE

2017 MAY 12 P 2: 34

RECORDED

**MEMORANDUM OF  
AGREEMENT  
BETWEEN THE  
STIGMATINES AND  
THE CITY OF  
WALTHAM  
AND EXTENSIONS  
1, 2 & 3**

**EXHIBITS 16-20**

EXL 16

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into this 11<sup>th</sup> day of April, 2016 ("Effective Date"), by and between the City of Waltham, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, by and through the Office of the Mayor ("City") and the Trustees of the Stigmatine Fathers, Inc., a Massachusetts corporation formed under Chapter 180 of the Massachusetts General Laws ("Stigmatines") whose mailing address is 554 Lexington Street, Waltham, Massachusetts 02453.

RECITALS

A. The Stigmatines are the owner of certain land located in the City of Waltham known and numbered as 554 Lexington Street, 75 R Lincoln Street and 111R Lincoln Street (Assessors references: R033 002 019, R033 002 019A, R033 002 019B) ("Stigmatine Land");

B. The Stigmatines are considering the sale of the Stigmatine Land or a portion thereof, which sale may include the lease-back of a portion of the Stigmatine Land by the Stigmatines, among other terms and conditions;

C. The City has expressed interest in acquiring the Stigmatine Land for certain municipal purposes; and

D. The City and the Stigmatines are entering into this Agreement in order to explore whether a mutually acceptable purchase and sale agreement between the parties regarding the Stigmatine Land can be negotiated.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. The period commencing on the day following the Effective Date and expiring at 5:00 P.M. on the day that is thirty (30) days thereafter shall be referred to herein as the "Standstill Period."

2. During the Standstill Period:

A. The Stigmatines shall not entertain or accept offers, or otherwise market, the Stigmatine Land.

B. The City shall not take any action to adversely impact the value of the Stigmatine Land, such as rezoning or eminent domain takings ("Adverse Action"). In the event the City is now contemplating, or during the Standstill Period contemplates taking an Adverse Action, the City, through the Office of the Mayor shall promptly notify the Stigmatines thereof, at which time this Agreement shall immediately become null and void and without recourse to the parties, and the Stigmatines may take such actions as the Stigmatines may elect. In the event the

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Stigmatines learn that an Adverse Action has been taken, without receipt of notice from the Office of the Mayor, this Agreement shall immediately become null and void and without recourse to the parties, and the Stigmatines may take such actions as the Stigmatines may elect regarding the Stigmatine Land.

- C. The Stigmatines will cooperate reasonably with the City, at the City's sole expense, regarding the City's desire to engage in customary due diligence matters, such as appraisal, title examination, surveys, building and property inspections, and the like, including by not limited to those under M.G.L. c. 21E; provided the City promptly furnishes copies of all such due diligence materials produced for it, or by it, to the Stigmatines.
  - D. The parties shall pursue good-faith negotiations with the intent of entering into a mutually satisfactory agreement regarding the transfer of the Stigmatine Land to the City; provided that if such agreement cannot be concluded during the Standstill Period, upon the request of either party the Standstill Period shall be extended for an additional thirty (30) days, during which extended period all the terms and conditions of this Agreement shall be in full force and effect.
3. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

*[signature page follows]*



Exh 16

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts and delivered as of the date first written above.

CITY OF WALTHAM

TRUSTEES OF THE STIGMATINE FATHERS, INC.

By: Jeannette G. McCarthy, Mayor  
Name: Honorable Jeannette McCarthy  
Title: Mayor  
5/11/16

By: Robert S. White, CCS  
Name: Reverend Robert S. White, CCS  
Title: President  
05-13-2016

Approved as to Form:

Patricia A. Gadi  
~~John B. Cervone, Esquire~~  
Asst. City Solicitor

Extension and First Amendment to Memorandum of Agreement between the City of Waltham and the Trustees of the Stigmatine Fathers, Inc.

This extension and amendment of the Memorandum of Agreement dated May 11, 2016 is entered into by and between the City of Waltham, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, acting by and through the Mayor ("the City") and the Trustees of the Stigmatine Fathers, Inc., a Massachusetts corporation formed under Chapter 180 of the Massachusetts General Laws ("the Stigmatines") whose mailing address is 554 Lexington Street, Waltham, Massachusetts 02453.

In accordance with the terms of the May 11, 2016 agreement, either party had the right to extend the Standstill Period, as defined in said agreement, by an additional thirty (30) days. This written extension is intended to and does memorialize the mutual exercise of said extension.

In addition, the City and the Stigmatines have now agreed to and do amend the May 11, 2016 Memorandum of Agreement by changing the extension period identified in Section 2.D thereof by deleting the words "for an additional thirty (30) days" and inserting in place thereof the words "to Friday, September 30, 2016."

All other terms and conditions of the May 11, 2016 Memorandum of Agreement shall remain in full force and effect.

This Extension and First Amendment to Memorandum of Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

In witness whereof, the parties hereto have caused this Extension and First Amendment to Memorandum of Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts and delivered this 29<sup>th</sup> day of June, 2016.

City of Waltham, by:

Trustees of the Stigmatine Fathers, Inc., by:

Jeannette A. McCarthy 6/29/2016  
Jeannette A. McCarthy, Mayor

Reverend Robert S. White  
Reverend Robert S. White, CTS  
President

Approved as to form only, not substance:

Patricia R. Gadi 6/29/2016

Exh 18

STIGMATINE FATHERS AND BROTHERS  
554 LEXINGTON STREET  
WALTHAM, MASSACHUSETTS 02542

OFFICE OF THE PROVINCIAL

TELEPHONE: 781-209-3060  
FAX: 781-394-9765

February 15, 2017

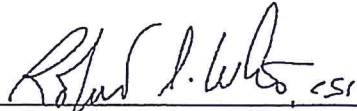
Mayor Jeanette A. MaCarthy  
City of Waltham  
610 Main Street  
Waltham, MA 02452

RE: Stigmatine Property

Madam Mayor:

The Trustees of the Stigmatine Fathers, Inc. wish to resume substantive negotiations relating to a potential sale of the Stigmatine property located at 554 Lexington Street 75R Lincoln Street & 111R Lincoln Street, Waltham, MA, or a portion thereof, including any associated and related options and solutions, and therefore we are requesting that the Mayor request a delay/tabling/deferral of the 2d alternative request presented to the City Council on Monday, February 13, 2017, for an outright eminent domain taking of the Stigmatine property.

Very Reverend Maurizio Baldessari, C.S.S.  
Curia Generalizia degli Stigmatini



Very Reverend Robert S. White, C.S.S.  
Provincial Superior

Exh 18

STIGMATINE FATHERS AND BROTHERS  
554 LEXINGTON STREET  
WALTHAM, MASSACHUSETTS 02452

OFFICE OF THE PROVINCIAL

TELEPHONE: 781-894-3060  
FAX: 781-894-3785

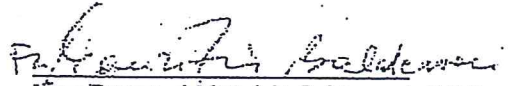
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Very Reverend Maurizio Baldessari, C.S.S.  
Curia Generalizia degli Stigmatini

Very Reverend Robert S. White, C.S.S.  
Provincial Superior

Revival of and Second Amendment to the May 11, 2016 Memorandum of Agreement between the City of Waltham and the Trustees of the Stigmatine Fathers, Inc.

This revival of and second amendment to the May 11, 2016 Memorandum of Agreement is entered into by and between the City of Waltham, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, acting by and through the Mayor ("the City") and the Trustees of the Stigmatine Fathers, Inc., a Massachusetts corporation formed under Chapter 180 of the Massachusetts General Laws ("the Stigmatines") whose mailing address is 554 Lexington Street, Waltham, Massachusetts 02453.

The parties hereto mutually agree that the May 11, 2016 Memorandum of Agreement is hereby revived and remains in effect as if it had never expired.

In accordance with the terms of said May 11, 2016 agreement, the parties wish to extend the Standstill Period, as defined in said agreement (and as previously extended by the First Amendment thereto), to March 10, 2017. This written revival and second amendment is intended to and does revive the original Memorandum of Agreement as if said May 11, 2016 agreement had not expired and adds a second amendment as identified in this paragraph and below.

The City and the Stigmatines have now agreed to and do, in addition to reviving the May 11, 2016 Memorandum of Agreement, also amend said Memorandum of Agreement by changing the extension period identified in Section 2.D. thereof (as amended by the First Amendment) by deleting the words "to Friday, September 30, 2016." and inserting in place thereof the words "to March 10, 2017."

All other terms and conditions of the May 11, 2016 Memorandum of Agreement are revived and shall remain in full force and effect.

This Revival of and Second Amendment to the May 11, 2016 Memorandum of Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

In witness whereof, the parties hereto have caused this Revival of and Second Amendment to the May 11, 2016 Memorandum of Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts and delivered this            day of February, 2017.

Nothing herein shall be construed to prevent further extension of this revival of Agreement by Mutual Agreement of the parties or exploring additional solutions to the issues presented.

The purpose of this Standstill Agreement includes enabling the parties to immediately resume substantive discussions or negotiations, including Father White and Father Baldessari and the Mayor, including meeting on March 9, 2017 with Fr. Baldessari, to discuss the outstanding issues relating to the acquisition of the Stigmatine property at 554 Lexington Street by the City of Waltham, including:



1. Price and extent of Acquisition(s)
2. The continued residence of the Stigmatines on the property
3. The use of the property by the Waltham School Department (and any issues relating to disruption of the Stigmatines use of certain buildings during school construction)

This agreement is executed by The Trustees of the Stigmatine Fathers, Inc. by and through Reverend Robert White, CCS, president of the corporation and Reverend Maurizio Baldessari, Superior General of the Stigmatine Congregation, who represent that they are the only members of the Stigmatines authorized to negotiate/act on behalf of The Trustees of the Stigmatine Fathers, Inc.

City of Waltham, By:

Trustees of the Stigmatine Father, Inc., by its' sole authorized representatives and agents:

Jeannette A. McCarthy, Mayor \*  
*Jeannette A. McCarthy* 2/16/17

Reverend Robert S. White, CCS  
*Robert S. White*  
 Reverend Robert S. White, CCS  
 President

Approved as to form only, not substance:  
City Solicitor  
*J. Blervone*

Most Rev Fr Maurizio Baldessari, CSS  
 Superior General

\* SUBJECT TO City Council Approval

1. Price and extent of Acquisition(s)
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City of Waltham, By:

Janette A. McCarthy, Mayor 2/16/17  
 Janette A. McCarthy, Mayor

Trustees of the Stigmatine Father, Inc., by its  
 sole authorized representatives and agents:

Reverend Robert S. White, CCS  
 President

Fr Maurizio Baldessari  
 Most Rev Fr Maurizio Baldessari, CSS  
 Superior General

Approved as to form only, not  
 substance  
[Signature]  
 City Solicitor

\* SUBJECT TO City Council Approval

Revival of and Third Amendment to the May 11, 2016 Memorandum of Agreement between the City of Waltham and the Trustees of the Stigmatine Fathers, Inc.

This revival of and Third amendment to the May 11, 2016 Memorandum of Agreement is entered into by and between the City of Waltham, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, acting by and through the Mayor ("the City") and the Trustees of the Stigmatine Fathers, Inc., a Massachusetts corporation formed under Chapter 180 of the Massachusetts General Laws ("the Stigmatines") whose mailing address is 554 Lexington Street, Waltham, Massachusetts 02453.

The parties hereto mutually agree that the May 11, 2016 Memorandum of Agreement is hereby revived and remains in effect as if it had never expired.

In accordance with the terms of said May 11, 2016 agreement, the parties wish to extend the Standstill Period, as defined in said agreement (and as previously extended by the First Amendment and Second Amendment thereto), until midnight, Monday, May 1, 2017. This written Revival and Third Amendment is intended to and does revive the original Memorandum of Agreement as if said May 11, 2016 agreement had not expired and adds a third amendment as identified in this paragraph and below.

The City and the Stigmatines have now agreed to and do, in addition to reviving the May 11, 2016 Memorandum of Agreement, also amend said Memorandum of Agreement by changing the extension period identified in Section 2.D. thereof (as amended by the First Amendment and Second Amendment) by deleting the words "to Friday, February 10, 2017." and inserting in place thereof the words "to Monday, May 1, 2017."

All other terms and conditions of the May 11, 2016 Memorandum of Agreement are revived and shall remain in full force and effect.

This Revival of and Third Amendment to the May 11, 2016 Memorandum of Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

In witness whereof, the parties hereto have caused this Revival of and Third Amendment to the May 11, 2016 Memorandum of Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts and delivered this 31<sup>st</sup> day of March, 2017.

City of Waltham, by:

Trustees of the Stigmatine Fathers, Inc., by:

\_\_\_\_\_  
Jeannette A. McCarthy, Mayor

Robert S. White, CCS  
Reverend Robert S. White, CCS  
President

*p. Maurizio Baldessarri*

Most Rev. Fr. Maurizio Baldessarri, CSS  
Superior General

Approved as to form only, not substance:

*Patricia A. Gadi*  
Asst. City Solicitor

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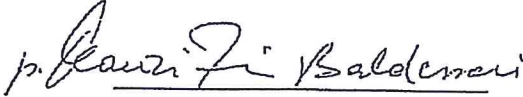
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City of Waltham, by:

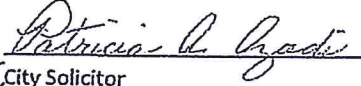
Trustees of the Stigmatine Fathers, Inc., by:

Jeannette A. McCarthy  
Jeannette A. McCarthy, Mayor 3/31/2017  
SUBJECT TO CITY  
COUNCIL APPROVAL

Robert S. White, CCS  
Reverend Robert S. White, CCS  
President

  
Most Rev. Fr. Maurizio Baldessari, CSS  
Superior General

Approved as to form only, not substance:

  
Patricia A. Gadi  
Asst. City Solicitor